

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

D'ANNE ELIZABETH BURLEY

, Plaintiff(s)

vs.

HYUNDAI MOTOR OF AMERICA, et al

And,

GERALD AUTO SALES

~~METRO FLEET FINANCE CORP~~

*DEB*  
Defendant(s)

1:16-cv-11276

Judge Charles P. Kocoras

Magistrate Judge Michael T. Mason

Judge

Magistrate Judge

*✓*  
**RECEIVED**

DEC 12 2016

THOMAS G BRUTON  
CLERK, U S DISTRICT COURT

~~AMENDED~~ COMPLAINT

*DEB*

**COMPLAINT I**

The Plaintiff, D'Anne Elizabeth Burley, (hereinafter referred to as "Burley"), hereby

Seek remedy under the civil rights codes under US 42 1983,1984 & 1985 relating to her injury  
from a

car accident in February 2016.

1  
2 **AN INTRODUCTION TO PRODUCT LIABILITY LAW**

3 When a person is injured by a defective product that is unreasonably dangerous or unsafe, the  
4 injured person may have a claim or cause of action against the company that designed,  
5 manufactured, sold, distributed, leased, or furnished the product the company may be "liable to  
6 the person for his injuries" and, as a result, may be required to pay for his damages.

7 **Nature of Complaint**

8 On February 12th, 2016, I was on my way to my car A 2006 Hyundai Azera, purchased about  
9 three weeks prior back to the dealership Gerald Auto located in Joliet Illinois as my mechanic  
10 told me that there were air bag devices I purchased to my car about three weeks prior to the  
11 accident.

12 At the time of purchase I was told by the salesperson who gave me a copy of the Auto trend  
13 report on the vehicle that the car had only one other owner and there were no accidents stated on  
14 the document I was shown, in addition, was I not informed that the car was recalled  
15 for air bags and the seat belt system the car which was never disclosed was very dangerous to  
16 drive.

17 "whereas he my mechanic noticed quickly and told me to go back to them the dealer asap  
18 because of these danger of the airbag, as the light was on in the car.

19 On the morning of the 12th of February 2016, it was very cold, the temp was around 15 degrees  
20 or colder, there was a wet snow, icy rain that felt on and off that morning. I was on Weber Road  
21 traveling south towards Joliet Illinois went I hit a patch of black ice on the road and my car  
22 skidded eastward across three lanes of roadway with the cars present and ended up going into the  
23 curb and then it went into a tree which split in half then the car bounced off of the tree which was  
24 down the sloop onto a frozen retention pond. I ended up about 100 yards from the street into the  
25 middle part of the pond as I could turn my steering wheel, left so that the front end of the  
car would not enter the pond head on.

I skidded to a stop, the seat belt tightens more and more against my chest whereby it felt like I

1 was having a nail in my chest as it squeezed more and more I was attempting to get the belt off  
2 while the car was at a full stop in the middle of the pond. Once I released the belt the airbag on  
3 my side of the car, the driver's area deplored, partially no other airbags deplored, even with the  
4 car having over 4-6 more in the door panel and other areas for driver's safety.  
5

6 I could open the door of the car as I hear someone from the street level screaming to me to  
7 get out of the car because I was on a frozen pond. At first I never realized that I was on a pond I  
8 thought I was on a side walk until I heard this man calling to me.  
9

10 As I got out of the car I realized I had my purse and laptop which I went back to retrieve as the  
11 man, called me back again. No one aided me was I was injured, with extreme pain to my knee,  
12 neck, chest all with burning pain and my chest feeling like a nail was in it under my chest.  
13

14 I heard another man across the street there were no other cars involved in the accident.

15 I got into the vehicle the police officer asked about the ID I gave them my driver's license  
16 number by memory and had the information for my insurance card both in the car and also in my  
17 iPhone and all information was provided to the Bolingbrook Police.  
18

19 The officer on the scene wrote the wrong information into his report as the address of the  
20 incident and reported that I had no injuries as he was present in the Emergency Vehicle with  
21 the Paramedic and saw I was hurt. The Paramedic could not start a IV as they had issues locating  
22 a vein which they had felt that Bolingbrook Hospital would do upon arrival in the hospital ER.  
23

24 The car later I found out had over 8 defects not reported in addition I was informed by the  
25 Illinois safety counsel that Hyundai and other car manufactures allow this cars to be sole on used  
car lots as they can go and the manufacturer can use this as a scapegoat by not taking these cars



1 off the street whereby the cars can be sold on the secondary market in order to get rid of the  
2 problem of returned inventory.

3 Then I found out that Hyundai and the Azera model and vin number I had with the very same  
4 date, were all recalled for over 9-10 defects in fact the air bag system is currently in a class  
5 action suit because the system devices were within over 300,000 cars manufactured and that 9  
6 deaths occurred because of the defects which included the airbags and seat belts.

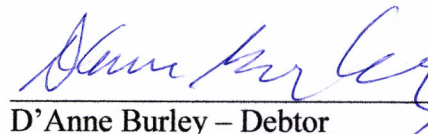
7 I was a victim take survived but had injuries which had left me without employment, unable to  
8 get around as the injuries have caused me nerve damage, continuous pain, stress sleeplessness  
9 and other conditions that have robbed me of enjoyment of life.

10 I am seeking damages, including replacement of my car, full compensation for lost wages as I  
11 was gainfully employed at the time of the accident for Xerox Corp. located in Bolingbrook  
12 Illinois and cannot return to work because the injuries have prohibited my ability to perform my  
13 task at work, and I am seeking both future and past compensation for all wages, along with  
14 punitive damages and any other remedies this honorable court can offer.

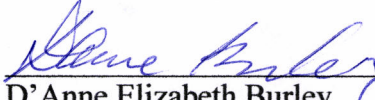
15 Therefore, on this Court allow for discovery relating to all persons who had the very same issues  
16 as I am aware of 9 deaths from these cars and full disclosure of how Hyundai repairs and  
17 removes these dangerous vehicles off the market and how and why Gerald Auto Sales located in  
18 Joilet Il. sold this car as in excellent condition with one owner when this car was recalled based  
19 on the vin number and had not been repaired in full as the dangerous conditions of defects were  
20 all present at the time of purchase.

21 In addition the car dealer never disclosed that I needed GAP Insurance if there was an accident  
22 whereby because of these once the accident happened I was without the GAP which Cause me to  
23 be in short on coverage and now I own over \$2 or 3 thousand dollars due to the additional  
24 coverage I needed to protect me in this car. So I am in this complaint seeking that Gerald Auto  
25 Sales also be included within the compensation for the expense of the pain and suffering I had  
endored by the hands of parties who knew that the vehicle was dangerous and should had never  
been sold or marketed until these defects are fixed.

The Plaintiff D'Anne Burley, seeks a declaratory and Summary judgment on all of the  
Defendants, and other remedies, this honorable county by offer.

  
D'Anne Burley – Debtor





D'Anne Elizabeth Burley  
117 East Robinhood Way  
Bolingbrook, Illinois 60440  
Ph 312-972-7773

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2/12/2016

Gmail - LAST ATTEMPT PRIOR TO LEGAL FILING IN FEDERAL COURT

Case: 1:16-cv-11276 Document #: 1 Filed: 12/12/16 Page 6 of 18 PageID #:6



D'Anne Burley <danne.burley@gmail.com>

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## LAST ATTEMPT PRIOR TO LEGAL FILING IN FEDERAL COURT

2 messages

D'Anne Burley <danne.burley@gmail.com>

Tue, Jul 26, 2016 at 3:33 PM

To: Abe <IHackim@hmausa.com>

Bcc: CBS National News Tyler Jahn <jahnt@cbsnews.com>, wgntvinfo <wgntvinfo@tribune.com>

July 26, 2016

D'Anne Burley

117 East Robinhood Way Bolingbrook Illinois 60440 Ph 630-863-9971 Email danne.burley@gmail.com

**Abe Hackim**

National Customer Care Representative

**Hyundai Motor America**

10550 Talbert Avenue, Fountain Valley, CA 92708

Phone: 714-965-7026 Fax: 714-965-5031

Email: [IHackim@hmausa.com](mailto:IHackim@hmausa.com)

Case Number: 8857229 (VIN#

KMHFC46F86A098469)

Date of Accident: 2-12-2016

Insurance Company: Acceptance

Date of Birth 01-27-1952

### FOR SETTLEMENT PURPOSES ONLY

### LAST ATTEMPT PRIOR TO LEGAL FILING IN FEDERAL COURT

Dear Mr. IHackim,

As you are aware, on February 12th, 2016, I sustained major injuries to my chest, neck, knee from a car crash caused from the result of Manufacturer defectives, relating to the Azera cars, having seat belt and air bags that were under recall.

After contacting you I was told of additional defects on the very same model all never disclosed as it seems that cars manufactured use a little know "trick" in moving these defects off of the lots my placing via the dealers into the "Used Car Lots" all within the knowledge of the general public in order to protect your business from loss of sales.

These very same cars are being sold on use car lots in order to avoid giving consumers information on product defectives, attached to the vin number openly cloaking defects opening the door to injuries inclusive of deaths of unsuspecting consumers. As a result of this accident I was hospitalized, incurring medical bills and other losses and still have not returned to work due to the issue of pain to my chest from the result of a bleed injury all tied back the that accident. Previously I sent to you a complained and a full statement of facts which your company denied and refused to do anything about.

### OUT-OF-POCKET EXPENSES

Driving distance to and from treatment to various hospitals ER's, Urgent Care and Doctors' offices totaled to over 480 miles not including **medication, loss of wages and the enjoyment of just living a normal life style was taken away from me as the result of the injury due to manufacturer**

defects.

**ITEMIZATION OF DAMAGES**

Can be furnished to you or within the lawsuit being filed relating to healthcare cost, loss wages, pain and suffering all of which I have well documented and can supply to you all facts and figures to date since I have not returned to work because of continuous health related issues all as the result of this accident.

**PAIN AND SUFFERING**

The events surrounding my injuries and subsequent treatment and recovery have been physically and psychologically devastating. I never asked for any of this to happen. Your insured's negligence in failing to place sufficient warnings regarding possible burns from the housing on the Triton Lamp changed my life.

Before my injuries I lived a full life, free of pain and discomfort. Since my injuries I've experienced serious pain and discomfort, anxiety, guilt and depression. All these are directly attributable to your insured's negligence.

Without income during the treatment and recovery period I was forced to borrow money from friends and family. This was entirely embarrassing to me.

**DEMAND**

After careful consideration of the issues involved in this claim, and a review of jury verdicts and insurance settlements with similar fact patterns, I believe the amount if settled prior to entering into a suit can be fair and equitable settlement amount but as I will be obtaining a law firm the amount will be indeed greater, as there will be expert witnesses and testimony from other Hyundai owners who have the very same issue across the country.

My intention is to settle this claim amicably. I would prefer not to move on litigation via the federal court, but unless you are prepared to settle this claim fairly, I will have no alternative but to immediately seek to move on this matter, in addition since from my research there is enough evidence supporting that there are at least 65,000 cars recalled, 9 deaths and new cases since March 2016, I will see if a class action case can be filed as I am moving with a car also against the dealers all had knowledge of these defects and were involved in this, directly allowing consumers to purchase cars with very dangerous manufactured flaws within.

Sincerely,

\_\_\_\_\_  
D'Anne Burley

1-630-863-9971

HMA CASE NUMBER 8857229  
CONFIRMATION NUMBER 10862625  
REF 958039 NATIONAL HWY SAFETY ADMINISTRATION

postmaster@cbs.onmicrosoft.com <postmaster@cbs.onmicrosoft.com>  
To: danne.burley@gmail.com

Tue, Jul 26, 2016 at 3:33 PM



Your message to jahnt@cbsnews.com couldn't be delivered.

jahnt wasn't found at cbsnews.com.

danne.burley  
Action Required

Office 365

jahnt  
Recipient

Unknown To address



EXHIBIT

# MARCH 2: Hyundai Recalls Genesis and Equinox to Fix Windshield Wiper Problems

## 2006 Hyundai Azera 5 RECALLS & SAFETY REPORTS

### Recall List for the 2006 Hyundai Azera

Official recalls have been issued for the 2006 Hyundai Azera by the NHTSA. The complete details of all recalls are listed below, along with what they cover and the recommended solutions.

Recalls don't cost you anything to get fixed, but most are time-limited, so if your car is affected you should call your local Hyundai service department immediately!

If you have questions about a recall, write down your VIN & then call Hyundai customer service.

#### 1. 2006 Hyundai Azera SUSPENSION: REAR NHTSA Campaign #13V354000

- Date Announced: AUGUST 12, 2013
- Vehicles Affected: 364,502

**Summary:** Hyundai is recalling certain model year 2006-2010 Sonata vehicles manufactured March 1, 2005, through January 21, 2010; and model year 2006-2011 Azera vehicles manufactured September 27, 2005, through November 22, 2010 originally sold in, or currently registered in, Connecticut, Delaware, Illinois, Indiana, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, West Virginia, Wisconsin and the District of Columbia. Road salt and water can enter portions of the rear crossmember, leading to corrosion of the crossmember steel. This may lead to detachment of one of the rear control arms.

**Consequence:** Control arm separation may suddenly change the rear wheel alignment, affecting the handling of the vehicle, increasing the risk of a crash.

**Actions:** Hyundai will notify owners, and dealers will repair or replace the crossmember assembly. The recall began on October 8, 2013. Owners may contact Hyundai Customer Care Center at 1-800-633-5151. Hyundai's recall number is 113. For detailed information & supporting documents, see the official NHTSA page concerning recall #13V354000 »

#### 2006 Hyundai Azera AIR BAGS: FRONTAL, SEAT BELTS: FRONT NHTSA Campaign #10V007000

- Date Announced: JANUARY 08, 2010
- Vehicles Affected: 80

**Summary:** Hyundai de puerto rico is recalling certain model year 2006 through 2009 Azera vehicles manufactured from September 27, 2005, through October 1, 2008. The wiring harness for the right front seat belt tension sensor may sustain damage after repeated use of the seat belt. If the seat belt tension sensor wiring becomes damaged the air bag will not deploy in the event of a crash necessitating front air bag deployment.

**Consequence:** The seat occupant is at an increased risk of injury should the air bag not deploy as intended.



EXHIBIT



D'Anne Burley &lt;danne.burley@gmail.com&gt;

**MY hyundai complaint and evaluation Case No. 8857229**

2 messages

D'Anne Burley &lt;danne.burley@gmail.com&gt;

Thu, Mar 17, 2016 at 12:57 PM

To: Abe &lt;IHackim@hmausa.com&gt;, D'Anne Burley &lt;danne.burley@gmail.com&gt;

Hi Abe,

Just got off the phone with the person hired by Hyundai to conduct the overview and evaluation of my vehicle the Hyundai Azera 2006, with reference to my complaint concerning failing airbags, and seat belts.

As you are well aware of since I had filed a complain with Hyundai, this car was indeed under manufacture defects and recall. I had injuries that are related not to the crash but to the seat belt and air bag systems which did not deplore.

According to the report on safety and recalls this car has a very large numbers of manufacturer defects which were and are dangerous to the safety of the driver and passengers.

The recalls on the list are as follows:

2006 Hyundai Azera Suspension Rear NHTSA campaign # 13v354000  
2006 Hyundai Azera Air Bags: Frontal, Seat Belts: Front campaign # 10v0070000  
2006 Hyundai Azera Exterior Lighting NHTSA campaign # 09v280000  
2006 Hyundai Azera Exterior Lighting: Headlights NHTSA campaign # 08v021000

The reports generated also talk about the issue with the Takata airbags and other current campaigns and a planned class action lawsuit planned to be filed as a result of these defects all are extremely dangerous as in my case, I have injuries, in continuously pain, loss time from work as the result of injuries and not have a working vehicle as this car was just purchase on the 9th of January 2016. From a dealership. I am indeed upset and would like to know a more timely way for this matter to get resolved.

In addition I was told my you that you needed to have the report generated right away and it had to be done by a certain date, whereby two to three weeks down the road is not acceptable because I do not want to be excluded from my claim against your company relating to the defects and injury that occurred from this accident.

In our conversation I explained that I had severe injuries related to the malfunctioning belts and airbags and other defects which were all involving the issue of manufacturing defects which keep the seat belt from operating correctly thus casing a hematologic bleed which is 15 cm x 16 cm in my chest, and other injuries which all were relating to the malfunctions within the car itself.

As I mention above just last night I also saw other campaigns and or claims that are involving the very same car I have giving me the belief that this car was defective from the beginning and very dangerous to have on the road let alone any accident, and I am indeed extremely graced by GOD to be alive.

I need a response back asap ....

I have also loss time at my job, and a lot of additional medical expenses, due to attempting to get medical treatment needed for this accident.

Sincerely yours

D'Anne Burley  
1-630-863-9971



EXHIBIT

FIRST AUTOMOTIVE

Standard  
VEHICLE SERVICE CONTRACTCONTRACT NUMBER  
#FRS2190546

## PURCHASER, VEHICLE, SELLING COMPANY, AND FINANCE COMPANY INFORMATION

PURCHASER(S) NAME <b>DANNE BURLLEY</b>		AREA CODE AND TELEPHONE NUMBER <b>(630) 632-8323</b>
STREET ADDRESS <b>117 E ROBINHOOD WAY</b>		CITY, STATE, AND ZIP CODE <b>BOLINGBROOK IL 60440</b>
VEHICLE IDENTIFICATION NUMBER <b>1KHFC46F86A098469</b>		VEHICLE YEAR, MAKE, AND MODEL <b>2006 HYUNDAI AZERA</b>
VEHICLE IN-SERVICE DATE	VEHICLE ODOMETER READING AT TIME OF SALE <b>71954</b>	RATE CLASS
CONTRACT SALE DATE <b>01/09/2016</b>		VEHICLE SELLING PRICE <b>\$ 9380.00</b>
SELLING COMPANY NAME <b>GERALD AUTO SALES</b>		SELLING COMPANY ADDRESS <b>314 S. LARKIN JOLIET IL, 60436</b>
SELLING COMPANY TELEPHONE NUMBER		SELLING COMPANY SIGNATURE <b>X</b>
FINANCE COMPANY NAME <b>HONOR FINANCE LLC</b>		FINANCE COMPANY ADDRESS <b>PO BOX 1817 EVANSTON IL 60201</b>

ADMINISTRATOR OBLIGOR: Dealers Alliance Corporation, P.O. Box 30250; Albuquerque, NM 87190, 1-800-519-1566. The Administrator Obligor's performance under this Contract is insured by Dealers Assurance Company, P.O. Box 21185, Upper Arlington, OH 43221, 1-800-282-8913. If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with Dealers Assurance Company at the address listed above.

I HAVE READ THIS SERVICE CONTRACT; I UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AGREE TO THE SPECIFIC COVERAGE SELECTED BELOW.

SIGNATURE *[Signature]* DATE **01/09/2016**

THIS CONTRACT IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT BETWEEN YOU AND THE ADMINISTRATOR. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING COMPANY OR ADMINISTRATOR IMMEDIATELY. PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING.

NEW VEHICLES	USED VEHICLES
<b>COVERAGE</b> <input type="checkbox"/> POWERTRAIN <input type="checkbox"/> STANDARD <input type="checkbox"/> HIGH-TECH <input type="checkbox"/> COMPREHENSIVE <input type="checkbox"/> WRAP <input type="checkbox"/> DIESEL WRAP	<b>COVERAGE</b> <input type="checkbox"/> POWERTRAIN <input checked="" type="checkbox"/> STANDARD <input type="checkbox"/> HIGH-TECH <input type="checkbox"/> COMPREHENSIVE <input type="checkbox"/> CERTIFIED WRAP
FOR THIS SERVICE CONTRACT TO BE VALID, THE FOLLOWING TERMS MUST BE CLEAR, LEGIBLE, WITHOUT CORRECTION, AND AVAILABLE TO THE SELLING COMPANY AT THE TIME OF SALE.	FOR THIS SERVICE CONTRACT TO BE VALID, THE FOLLOWING TERMS MUST BE CLEAR, LEGIBLE, WITHOUT CORRECTION, AND AVAILABLE TO THE SELLING COMPANY AT THE TIME OF SALE.
<b>MONTHS</b> _____ <b>MILES</b> _____ NEW VEHICLE terms, excluding WRAP and DIESEL WRAP terms, expire by time measured from the Contract sale date or mileage measured from zero (0) miles, whichever occurs first. WRAP and DIESEL WRAP terms expire by time measured from original In-Service Date or mileage measured from zero (0) miles, whichever occurs first.	<b>MONTHS</b> <u>24</u> <b>MILES</b> <u>21,000</u> USED VEHICLE terms, excluding CERTIFIED WRAP terms, expire by time measured from the Contract sale date or mileage measured from the Vehicle odometer reading at the time of sale, whichever occurs first. CERTIFIED WRAP terms expire by time measured from original In-Service Date or mileage measured from zero (0) miles, whichever occurs first.

DEDUCTIBLE PER VISIT	VEHICLE SURCHARGES AND OPTIONAL COVERAGE
<input type="checkbox"/> \$0 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100 DD <input type="checkbox"/> \$100 <input type="checkbox"/> \$200 If you have selected a Disappearing Deductible (notated by "DD" after the dollar amount above), Covered Repairs performed by the Selling Company will have no deductible. However, if Your Vehicle is not repaired by the Selling Company, the dollar amount preceding the "DD" will apply.	<input type="checkbox"/> 1 Ton <input type="checkbox"/> 4WD/AWD <input type="checkbox"/> Pre-2002 Northstar <input type="checkbox"/> Diesel <input type="checkbox"/> 10 Cyl. <input type="checkbox"/> Commercial Use <input type="checkbox"/> Supercharger/Turbo <input type="checkbox"/> Snowplow <input type="checkbox"/> 12 Cyl. <input type="checkbox"/> Northstar <input type="checkbox"/> Dual Rear Wheels <input type="checkbox"/> Lift/Lower <input type="checkbox"/> Hybrid <input type="checkbox"/> Rental Upgrade (See OPTIONAL COVERAGE for more details)

IF NO COVERAGE IS REFLECTED ABOVE, POWERTRAIN COVERAGE WILL APPLY. IF NO TIME AND MILEAGE INFORMATION IS PROVIDED, TERMS WILL BE 12/12,000 FOR USED VEHICLES AND 36/100,000 FOR NEW VEHICLES. IF NO DEDUCTIBLE INFORMATION IS GIVEN, A \$100 DEDUCTIBLE WILL APPLY. IN THE EVENT THERE IS A COMBINATION OF NO COVERAGE SELECTED AND NO TIME AND MILEAGE INFORMATION REFLECTED, VEHICLES LESS THAN 12 MONTHS OLD WITH FEWER THAN 18,000 MILES WILL BE CONSIDERED NEW AND ALL OTHERS WILL BE CONSIDERED USED.

## ADDITIONAL BENEFITS

**RENTAL CAR REIMBURSEMENT:** If Your Vehicle sustains a Mechanical Breakdown resulting in a Covered Repair, then You may qualify for rental car coverage for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. Your rental car coverage is contingent on the labor time required to replace/repair Covered Components authorized by the Administrator. The Administrator will use factory labor guides or industry recognized flat-rate manuals to determine the required repair time. However, this repair time specifically excludes the downtime waiting for parts or any other delays beyond the control of the Selling Company, repair facility, or the Administrator. The labor time necessary for rental car coverage is as follows: 1 to 8 hours = 1 day, 8.1 to 16 hours = 2 days, 16.1 to 24 hours = 3 days, etc. Your rental car benefits will not continue beyond the day the repairs are completed and the repair facility notifies You of completion. All vehicles must be rented from the Selling Company or a licensed car rental facility.

**TOWING COVERAGE:** If Your Vehicle sustains a Mechanical Breakdown resulting in a Covered Repair, then We will reimburse You for reasonable towing charges You incur to have Your Vehicle towed to the Selling Company or to an authorized Licensed Repair Facility, not to exceed \$80 per occurrence.

**TRIP INTERRUPTION:** If You are more than 100 miles from Your home and Your Vehicle is in need of Emergency Repairs, then You may qualify for Trip Interruption benefits, which include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per occurrence. This benefit applies when a Licensed Repair Facility must keep Your Vehicle overnight to repair Your Vehicle, but does not extend beyond the day the repairs are completed. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. For lodging and meal reimbursement, contact the Administrator at 1-888-315-1334 (NOTE: Available only where allowed by law).

NOTE: ADDITIONAL BENEFITS ARE NOT SUBJECT TO ANY DEDUCTIBLE.

SERVICE CONTRACT PRICE \$ 1400.00

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TOW OR REPAIRS



EXHIBIT

**ADDITIONAL BENEFITS CONTINUED**

**EMERGENCY ROADSIDE ASSISTANCE:** The services listed below are available to You, with a maximum of \$80 per occurrence. However, if You seek roadside assistance through a different telephone number than the one listed below, then You will be required to pay for that assistance and will not be reimbursed unless otherwise stated.

- **EMERGENCY TOWING:** If Your Vehicle is disabled for any reason and in need of a tow, Roadside Services will dispatch a towing provider to your location.
- **BATTERY SERVICE:** A "jump start" will be applied in an attempt to start Your Vehicle.
- **FLAT TIRE CHANGE:** Service will be provided to remove the flat tire and replace it with Your properly inflated spare tire.
- **LOCKOUT:** If Your keys are accidentally locked inside Your Vehicle, Roadside Services will provide assistance to gain entry to the Vehicle (You must show proper identification).
- **FUEL, OIL, FLUID and WATER DELIVERY:** If Your Vehicle requires an emergency supply of FUEL, OIL, FLUID or WATER, then Roadside Services will arrange delivery to You. On request, You will be required to pay for the cost of FUEL, OIL, FLUID or WATER when delivered.

**NO SERVICE MAY BE DUPLICATED WITHIN 72 HOURS OF THE INITIAL REQUEST.**  
**FOR EMERGENCY ROADSIDE ASSISTANCE, CALL 1-877-272-4465.**

**B. MAINTENANCE AND RECORDS**

To obtain the benefits provided by this Service Contract, Covered Components must be maintained at a Licensed Repair Facility in accordance with what is recommended by the manufacturer of Your Vehicle. Proper documentation and verifiable receipts for all maintenance and repairs may be required in the event of a claim. Receipts must reflect proper Vehicle documentation (i.e. year, make, and model), complete Vehicle Identification Number, and the current mileage of the Vehicle. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage.

**C. WHAT IS COVERED**

For convenience, Covered Components are sub-categorized by related vehicle systems. Only those items listed after each sub-category are covered, subject to the terms and conditions of this Service Contract in accordance with the coverage and surcharges selected. If a Covered Component Fails during the term of this Service Contract, the Administrator will pay for the repair or replacement of the Covered Component, subject to the terms and conditions herein.

**POWERTRAIN COVERAGE**

\* **ENGINE COMPONENTS:** Oil Pump, Distributor Shaft and Housing, Harmonic Balancer, Valve Covers, Timing Cover, Water Pump, Fuel Pump, Intake Manifold, and all the internal Lubricated Parts of the Engine. The Engine Block and Heads are covered only if damaged by the Failure of an internal Lubricated Part.

† **TURBO/SUPERCHARGER (OEM only):** All internal Lubricated Parts of the Turbocharger/Supercharger. The Housing is covered only if damaged by the Failure of an internal Lubricated Part.

**TRANSMISSION COMPONENTS (Automatic & Manual):** Torque Converter, Vacuum Modulator, and all of the internal Lubricated Parts of the Transmission. Covers, Pans, and Cases are covered only if damaged by the Failure of an internal Lubricated Part.

\* **TRANSFER CASE COMPONENTS:** All internal Lubricated Parts of either the Transfer Case or All-Wheel Drive Mechanism. The Transfer Case Housing or Housing for the All-Wheel Drive Mechanism is covered only if damaged by the Failure of an internal Lubricated Part.

♦ **HYBRID VEHICLE COMPONENTS:** Generator Motor Assembly, Drive Motor Assembly, and Traction Motor Assembly.

\* **FRONT AND REAR DIFFERENTIAL COMPONENTS:** Axle Shafts, Constant Velocity Joints, Propeller Shaft, and all of the internal Lubricated Parts of the Differential. The Differential Case is covered only if damaged by the Failure of an internal Lubricated Part.

**SEALS & GASKETS:** Seals & Gaskets coverage applies to all of the items listed above. However, if any of the items listed above require a surcharge, then the required surcharge must be selected and paid for. Seals & Gaskets coverage is limited to Vehicles with fewer than 125,000 miles at the time of sale.

**STANDARD COVERAGE**

STANDARD COVERAGE includes all of the components and stipulations listed in POWERTRAIN COVERAGE, plus the following items:

**STEERING COMPONENTS:** Manual and Power Steering Gear Assembly, Control Valve and Rack Assembly, Power Steering Pump, Steering Column Main and Intermediate Shafts, Cooler, Pitman Arm, Idler Arm, Tie Rod Ends, Couplings, and Drag Link.

**FRONT AND REAR SUSPENSION COMPONENTS:** Upper and Lower Control Arms, Control Arm Shafts and Bushings, Upper and Lower Ball Joints, Stabilizer Shaft Linkage and Bushings, Spindles and Spindle Supports.

**BRAKE COMPONENTS:** Master Cylinder, Power Assist Booster and Valve, Wheel Cylinders, Calipers, Combination Valve, Steel Lines and Fittings, Self-Adjusters, and Parking Brake Linkage and Cables. NOTE: this level of coverage does not include the ABS system.

**ELECTRICAL COMPONENTS:** Alternator, Voltage Regulator, Starter Motor, Starter Drive, Starter Solenoid, Front Wiper Motor (including internal Circuit Board), Relay, and Delay Switches, Manually Operated Switches, and Wiring Harnesses.

**FACTORY AIR CONDITIONING AND HEATING COMPONENTS:** Compressor, Clutch, Clutch Coil and Pulley, Orifice Tube, Condenser, and Evaporator.

**SEALS & GASKETS:** Seals & Gaskets coverage applies only to Covered Components and is limited to Vehicles with fewer than 125,000 miles at the time of sale.

**HIGH-TECH COVERAGE**

HIGH-TECH COVERAGE includes all of the components and stipulations listed in POWERTRAIN & STANDARD COVERAGE, plus the following items:

**FRONT AND REAR SUSPENSION COMPONENTS:** MacPherson Style Struts, Chapman Style Struts, Shackles Bushings and Eye Bushings, Leaf and Coil Springs, Leaf and Coil Spring Bushings, Torsion Bars, Wheel Bearings, Automatic Leveling Unit, Compressor, Level Sensor, and Limiter Valve.

**ELECTRICAL COMPONENTS:** Rear Wiper Motor, Heater Blower Motor, Factory Installed Sunroof Motor, Convertible Top Motor, Power Antenna (motor only), Remote Keyless Entry Module, Cruise Control Servo, Cruise Control Module and Transducer, Compass, Thermometer, Electronic Control Module, Oxygen Sensor, Ignition Module, Igniter, Electronic Instrument Cluster and Circuit Board, Power Window Motors/Regulators, Power Door Locks, Power Seat Motors, and Speedometer Head.

**ANTI-LOCK BRAKE (ABS) COMPONENTS:** Electronic Control Unit, Anti-Lock Computer Module, Wheel Speed Sensors/Exciters, Proportioning Valves, High Pressure Hydraulic Pump, Electro-Hydraulic Proportioning Control Valves, and Accumulator.

**FACTORY AIR CONDITIONING AND HEATING COMPONENTS:** Expansion Valve, POA Valve, Drier, Accumulator, Hi-Low Pressure Cut-Off Switch, Ducts and Outlet Hoses, and Automatic Temperature Control Programmer.

**COOLING COMPONENTS:** Radiator, Fan Clutch, Fan Blade, Cooling Fan Motors, and Heater Core.

**FUEL DELIVERY COMPONENTS:** Fuel Injector Metering Pump, Fuel Injectors, Fuel Distributor, Diesel Injection Pump, Fuel Tank, Metal Fuel Lines, Fuel Sending Unit.

♦ **HYBRID ELECTRICAL COMPONENTS:** Generator ECU, Battery ECU, Battery Temperature Sensor, Water Pump, Blower Motor, Inverter Assembly, and Converter Assembly.

**INTERIOR/EXTERIOR COMPONENTS:** Glove Box Door and Hinge, Seat Tracks, Interior and Exterior Door Handles, Door Hinges, Map/Courtesy Light Assembly, and Hood/Trunk Gas Struts.

- **SEALS & GASKETS:** Seals & Gaskets coverage applies only to Covered Components and is limited to Vehicles with fewer than 125,000 miles at the time of sale.

\* SOME ENGINES REQUIRE A SURCHARGE FOR COVERAGE TO APPLY (PLEASE VIEW "VEHICLE SURCHARGES" ON THE DECLARATIONS PAGE FOR ANY APPLICABLE SURCHARGES).

\* SURCHARGE REQUIRED FOR COVERAGE ON TURBOCHARGER/SUPERCHARGER COMPONENTS.

\* THE 4WD/AWD SURCHARGE IS REQUIRED FOR COVERAGE ON THE TRANSFER CASE (OR ALL-WHEEL DRIVE MECHANISM) AND 2" DIFFERENTIAL COMPONENTS.

\* HYBRID SURCHARGE REQUIRED.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TOW OR REPAIR.



## DECEMBER 8: Hyundai Entourage Recalled to Keep Hoods From Flying Open

### 2006 Hyundai Azera

#### 5 RECALLS & SAFETY REPORTS

##### Recall List for the 2006 Hyundai Azera

Official recalls have been issued for the 2006 Hyundai Azera by the NHTSA. The complete details of all recalls are listed below, along with what they cover and the recommended solutions.

Recalls don't cost you anything to get fixed, but most are time-limited, so if your car is affected you should call your local Hyundai service department immediately!

If you have questions about a recall, write down your VIN & then call Hyundai customer service.

##### 1. 2006 Hyundai Azera SUSPENSION: REAR NHTSA Campaign #13V354000

- **Date Announced:** AUGUST 12, 2013
- **Vehicles Affected:** 364,502

**Summary:** Hyundai is recalling certain model year 2006-2010 Sonata vehicles manufactured March 1, 2005, through January 21, 2010; and model year 2006-2011 Azera vehicles manufactured September 27, 2005, through November 22, 2010 originally sold in, or currently registered in, Connecticut, Delaware, Illinois, Indiana, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, West Virginia, Wisconsin and the District of Columbia. Road salt and water can enter portions of the rear crossmember, leading to corrosion of the crossmember steel. This may lead to detachment of one of the rear control arms.

**Consequence:** Control arm separation may suddenly change the rear wheel alignment, affecting the handling of the vehicle, increasing the risk of a crash.

**Actions:** Hyundai will notify owners, and dealers will repair or replace the crossmember assembly. The recall began on October 8, 2013. Owners may contact Hyundai Customer Care Center at 1-800-633-5151. Hyundai's recall number is 113. For detailed information & supporting documents, see the official NHTSA page concerning recall #13V354000 »

##### 2. 2006 Hyundai Azera AIR BAGS: FRONTAL, SEAT BELTS: FRONT NHTSA Campaign #10V007000

- **Date Announced:** JANUARY 08, 2010
- **Vehicles Affected:** 80

**Summary:** Hyundai de puerto rico is recalling certain model year 2006 through 2009 Azera vehicles manufactured from September 27, 2005, through October 1, 2008. The wiring harness for the right front seat belt tension sensor may sustain damage after repeated use of the seat belt. If the seat belt tension sensor wiring becomes damaged the air bag will not deploy in the event of a crash necessitating front air bag deployment.

**Consequence:** The seat occupant is at an increased risk of injury should the air bag not deploy as intended.

**Actions:** Hyundai will inspect and replace the right front seat belt and install a new seat belt tension sensor wiring harness clip, if necessary, and reroute the right front seat belt tension sensor wiring and secure the wiring with a new harness clip. This service will be performed free of charge. The safety recall began on February 8, 2010. Owners may contact Hyundai de puerto rico 1-787-999-3333. For detailed information & supporting documents, see the official NHTSA page concerning recall #10V007000 »

**3. 2006 Hyundai Azera AIR BAGS:FRONTAL, SEAT BELTS:FRONT NHTSA Campaign #09V497000**

- **Date Announced:** DECEMBER 28, 2009
- **Vehicles Affected:** 65,185

**Summary:** Hyundai is recalling certain model year 2006 through 2009 Azera vehicles manufactured from September 27, 2005, through October 1, 2008. The wiring harness for the right front seat belt tension sensor may sustain damage after repeated use of the seat belt. If the seat belt tension sensor wiring becomes damaged the air bag will not deploy in the event of a crash necessitating front air bag deployment.

**Consequence:** The seat occupant is at an increased risk of injury should the air bag not deploy as intended.

**Actions:** Hyundai will notify owners and repair the vehicles free of charge. The safety recall began on February 22, 2010. Owners may contact Hyundai customer assistance center at 1-800-633-5151. For detailed information & supporting documents, see the [official NHTSA page concerning recall #09V497000 »](#)

**4. 2006 Hyundai Azera EXTERIOR LIGHTING NHTSA Campaign #09V280000**

- **Date Announced:** JULY 21, 2009
- **Vehicles Affected:** 3,011

**Summary:** Hyundai is recalling 3,011 model year 2005-2007 elantra, tucson, sonata, Azera and accent vehicles. A malfunctioning stop lamp switch may cause the brake lights to fail to illuminate when the brake pedal is depressed or may cause the brake lights to remain illuminated when the brake pedal is released. A defective stop lamp switch may also affect the operation of the brake-transmission shift interlock feature so the transmission would not be able to be shift out of the "park" position. It may also cause the electronic stability control (ESC) malfunction light to illuminate, and it may not deactivate the cruise control when the brake pedal is depressed.

**Consequence:** Any of these malfunctions could lead to a crash.

**Actions:** Dealers will replace the stop lamp switch free of charge. The recall began on September 2, 2009. Owners may contact Hyundai of puerto rico customer service at 1-787-999-4310. For detailed information & supporting documents, see the [official NHTSA page concerning recall #09V280000 »](#)

**5. 2006 Hyundai Azera EXTERIOR LIGHTING:HEADLIGHTS NHTSA Campaign #08E021000**

- **Date Announced:** MARCH 07, 2008
- **Vehicles Affected:** 4,085

**Summary:** Hyundai-Kia is recalling 4,085 replacement headlamp assemblies sold for use on 2006-2008 sonata and Azera vehicles. These headlamp assemblies may not have been aligned properly and fail to conform to the photometric requirements of Federal Motor Vehicle Safety Standard no. 108, lamps, reflective devices, and associated equipment.

**Consequence:** Improper aiming of the headlamp may result in poor visibility possibly resulting in a vehicle crash.

**Actions:** Hyundai-Kia dealers have been notified and instructed to return their supply to Hyundai motor America. None of the headlamps were sold as retail. As a result, an owner notification letter will not be issued. For detailed information & supporting documents, see the [official NHTSA page concerning recall #08E021000 »](#)

**Browse Other Azera Years**

[2016 Hyundai Azera](#)

[2015 Hyundai Azera](#)

[2014 Hyundai Azera](#)

[2013 Hyundai Azera](#)

[2012 Hyundai Azera](#)

[2011 Hyundai Azera](#)



2010 Hyundai Azera

2009 Hyundai Azera

2008 Hyundai Azera

2007 Hyundai Azera

2006 Hyundai Azera

### **About CarComplaints.com**

CarComplaints.com is an online automotive complaint resource that uses graphs to show automotive defect patterns, based on complaint data submitted by visitors to the site. The complaints are organized into groups with data published by vehicle, vehicle component, and specific problem.

## DECEMBER 8: Hyundai Entourage Recalled to Keep Hoods From Flying Open

### 2006 Hyundai Azera

#### SEAT BELTS / AIR BAGS PROBLEMS

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Click on a problem below to read more.

#### WORST 2006 AZERA SEAT BELTS / AIR BAGS PROBLEMS

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Air Bag Light Stay C

1

NHTSA: Air Bag

41

NHTSA: Seat Bel

21

NHTSA: Air Bags: Front

8

NHTSA: Air Bags: Side/Windo

1

NHTSA: Seat Belts: Front: Warning Light/D

1

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#### About CarComplaints.com

CarComplaints.com is an online automotive complaint resource that uses graphs to show automotive defect patterns, based on complaint data submitted by visitors to the site. The complaints are organized into groups with data published by vehicle, vehicle component, and specific problem.

EXHIBIT

# Gerald Auto Sales

314 S. Larkin • Joliet, Illinois 60436

Telephone (815) 730-6002

## PURCHASE CONTRACT FOR

☐ DEMO ☐ USED

DATE:

01/09/2016

SALESPERSON:

PURCHASE CONTRACT FOR: ☐ NEW ☐ DEMO ☒ USED

YEAR: 2006 MAKE: HYUNDAI MODEL: AZERA

SERIAL NUMBER: KMHFC46F86A098469 COLOR TRIM: BLACK

STOCK NUMBER: G7924 MILES: 71954 ESTIMATED DEL'Y DATE:

CASH PRICE OF VEHICLE: 9380.00

GAP INSURANCE

N/A

SPECIAL BENEFITS PACKAGE	0.00
DOCUMENTARY SERVICE FEE	165.00
TOTAL	\$ 9545.00
ILLINOIS SALES TAX	568.15
COOK COUNTY TAX	0.00
OTHER TAXES (if Any)	0.00
CASH PRICE OF VEHICLE	10213.15
LICENSE, TRANSFER, TITLE, DRIVE AWAY	196.00
SERVICE CONTRACTS	1300.00
TOTAL PRICE	\$ 11809.15
CASH DOWN PAYMENT	2000.00
TRADE-IN ALLOWANCE (transferred from right column)	0.00
TOTAL DOWN PAYMENT	2000.00
UNPAID CASH BALANCE DUE ON DELIVERY	\$ 9809.15

## FINANCING TERMS

**DEALER ARRANGED FINANCING.** I have asked Gerald Auto Sales to attempt to arrange permanent financing on the terms and rates disclosed on the RETAIL INSTALLMENT CONTRACT, attached hereto and made a part of this Contract, and I hereby accept this Contract conditioned upon obtaining financing at said terms and rates. Further, I agree to provide Gerald Auto Sales with a true, correct and complete credit application and to cooperate fully in obtaining financing. I understand that once this Contract is signed by me and accepted by Gerald Auto Sales it may only be cancelled as provided in the Contract. This Contract may be cancelled by either party by written notice to the other at the address stated in the Contract if 1) Gerald Auto Sales gives me notice that no financing is available on the agreed terms, or if 2) Gerald Auto Sales has not obtained loan financing on the agreed terms within 15 days after the date of this Contract. If the Contract is properly cancelled as a result of my failure to obtain financing, I am entitled to a full refund of any down payment I may have made once I have returned the vehicle and hereunder. I agree that I remain liable to Gerald Auto Sales for any loss or damage sustained by the vehicle from and after the time I received possession of the vehicle until the time the vehicle is returned to Gerald Auto Sales, "with or without" any title suffered by Gerald Auto Sales as a result of any false or fraudulent statements contained in the credit application or by my failure to cooperate in obtaining financing.

**IMMEDIATE DELIVERY - SHORT TERM FINANCING.** I accept immediate delivery and possession of the subject vehicle. In exchange for such possession, I promise to pay Gerald Auto Sales the remainder of the purchase price in accordance with the SHORT TERM FINANCING CONTRACT attached hereto and made a part of hereof. I must pay said amount in accordance with its terms and I have returned the vehicle and hereunder to Gerald Auto Sales within 2 days after I become aware that the Contract is cancelled. I have granted Gerald Auto Sales a security interest in the vehicle and hereunder to secure my obligations under the SHORT TERM FINANCING CONTRACT. I agree that if the Contract is cancelled, I am liable for any damage to or loss of the vehicle sustained from the time I received possession of the vehicle from Gerald Auto Sales until it is returned to Gerald Auto Sales whether the cancellation is proper or not.

**NO DEALER FINANCING.** I have not requested and do not presently intend to request Gerald Auto Sales to attempt to arrange the financing of this purchase for me. I understand that once this Contract is signed by me and accepted by Gerald Auto Sales it is a fully binding Contract. If I should fail to fully pay my obligations under this Contract, Gerald Auto Sales may among other remedies, retain from my down payment an amount equal to \$500 or 20% of the purchase price of the vehicle, whichever is less.

I agree to the financing terms which I have initialed above.

Customer

THIS TRANSACTION IS NON-CANCELABLE AFTER THE SIGNING OF THIS AGREEMENT EXCEPT AS PROVIDED HEREIN. If you fail to comply with your obligations under this Contract, you may be liable for the reasonable attorney's fees incurred by Gerald Auto Sales in the enforcement of the Contract.

The following documents merge up the entire Contract between Gerald Auto Sales and myself and are intended to be the final, complete and exclusive statement of the terms of said Contract: the PURCHASE CONTRACT, including the terms on the reverse side hereof, together with the SERVICE CONTRACT, if any, the RETAIL INSTALLMENT CONTRACT and the SHORT TERM FINANCING CONTRACT, if any, and the NOTICE TO CONSUMERS. I acknowledge that Gerald Auto Sales and its agents and representatives have made no representations, agreements or promises, orally or in writing, concerning the Contract, financing or the vehicle being purchased hereunder, that do not appear in the Contract.

This Contract may not be modified or amended, or any provision thereof be waived, except by an agreement, in writing, signed by me and Gerald Auto Sales

Customer

This Contract is subject to correction of any mathematical error by sales or office personnel. I certify that I am 18 years of age or older. I ACKNOWLEDGE THAT I HAVE READ THE TERMS OF THIS CONTRACT AND THAT I HAVE RECEIVED A COPY OF THIS CONTRACT. I HAVE READ THE MATTER ON THE BACK OF THIS CONTRACT AND AGREE TO IT AS PART OF THIS CONTRACT THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I acknowledge that the Contract contained in the blank spaces at the time of signing.

CUSTOMER NAME

DATE OF BIRTH

DANNE BURLEY

1/27/1952

STREET ADDRESS

117 E ROBINHOOD WAY

CITY, STATE, ZIP

BOLINGBROOK IL 60440

BUSINESS ADDRESS

CITY, STATE, ZIP

RES. PHONE

(630) 632-8323

BUS. PHONE

(630) 220-6718

DRIVER'S LICENSE NUMBER

I.D. CARD

SOCIAL SECURITY NUMBER

348-48-4734

TRADE TITLE

## TRADE IN VEHICLE

MAKE OF USED CAR

MODEL

YEAR

BODY TYPE

VIN #

MILEAGE

ACCT. NO.

BALANCE OWED TO:

N/A

ADDRESS

USED CAR ALLOWANCE

\$

0.00

BALANCE OWED ON CAR

\$

0.00

NET ALLOWANCE ON USED CAR

\$

0.00

CASH ON DELIVERY

\$

2000.00

DUE IN DAYS

\$

0.00

TOTAL CREDIT (Transfer to left column)

\$

2000.00

If the balance due on the car I am trading in is an amount greater than shown on this Order, I agree to pay the additional amount in cash upon request.

Order accepted subject to resposal of trade-in at time of delivery.

SIGNATURE OF CUSTOMER: X

## WARRANTY INFORMATION - SERVICE CONTRACTS

**SERVICE CONTRACT, USED VEHICLE WARRANTY.** I have purchased a SERVICE CONTRACT with the purchase of this vehicle, the terms of which are incorporated hereto. Gerald Auto Sales expressly DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS WARRANTIES WITH RESPECT TO THE USED VEHICLE SOLD HEREUNDER. Gerald Auto Sales has made no oral or written representations or warranties to me concerning the vehicle sold hereunder. Gerald Auto Sales, HEREBY LIMITS THE MAXIMUM DURATION OF ANY IMPLIED WARRANTIES GRANTED PURSUANT TO STATE LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THE SERVICE CONTRACT SOLD HEREUNDER.

I hereby acknowledge that I have read and understand the foregoing specific warranty information concerning the vehicle to be sold hereunder, including any separate service contract made a part of this Contract. I agree to the warranty provisions I have initialed above.

Customer

**VEHICLE EMISSION.** Gerald Auto Sales makes no representation or warranty that any vehicle sold hereunder will pass the inspection required by the Illinois Vehicle Emission Inspection Law, Ill. Rev. Stat. Ch. 85 1/2, per. 13A-101 et seq.

Customer

**NO INCIDENTAL OR CONSEQUENTIAL DAMAGES.** I shall in no event be entitled to recover from Gerald Auto Sales, any incidental or consequential damages in connection with this Contract including, without limitation, damages resulting from injury to property, loss of use, loss of time, loss of profits or loss of income, and including, without limitation, any such damages arising from liability based on breach of warranty, contract, tort, strict liability or any other theory of liability.



# **ADDITIONAL TERMS AND CONDITIONS NEW/DEMONSTRATION VEHICLE**

1. **DEFINITIONS.** As used in this Contract the terms (a) "Gerald Auto Sales" shall mean "Gerald Auto Sales, Inc.," (b) "Customer" shall mean the person(s) executing this Contract as such on the face hereof and (c) that Gerald Auto Sales and Customer are the sole parties to this Contract.
2. **DELIVERY DELAYS.** Gerald Auto Sales shall not be liable for failure to deliver the motor vehicle covered by this Contract where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Gerald Auto Sales.
3. **TAXES.** The price for the motor vehicle specified on the face of this Contract includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Contract, regardless of which party may have primary tax liability therefor.
4. **OTHER DOCUMENTS.** The Customer, before or at the time of delivery of the motor vehicle covered by this Contract will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Purchase Contract.
5. **DAMAGES FOR BREACH BY CUSTOMER.** In the event the Customer shall, except as permitted hereunder, cancel this Contract or refuse to take delivery of and pay for the vehicle sold hereunder, Gerald Auto Sales may, among other remedies, retain from Customer's down payment, or collect from Customer, liquidated damages in the amount equal to \$500.00 or 20% of the purchase price of the vehicle, whichever is less. Gerald Auto Sales may, in the alternative, elect to retain from Purchaser's down payment, or collect from Customer, any actual damages it has incurred as a result of Customer's breach, including incidental and consequential damages and its lost profit under the Contract.
6. **RIGHT TO INSPECT - FINAL ACCEPTANCE OF VEHICLE.** The Customer acknowledges that he will be given an opportunity to thoroughly inspect the vehicle sold hereunder prior to taking delivery and that by taking delivery he agrees to accept such vehicle with any defect or nonconformity which could have been disclosed by said inspection, subject only to any written agreement by Gerald Auto Sales to repair such defect or nonconformity. Receipt of delivery of the vehicle sold hereunder constitutes the Customer's acknowledgement that said vehicle conforms to this Contract and the Customer's unqualified acceptance of the vehicle pursuant to Section 2-606 of the Uniform Commercial Code as enacted in Illinois. After acceptance of delivery of the vehicle, Customer shall have no right to return the vehicle to Gerald Auto Sales except as expressly provided herein or by law.
7. **ATTORNEY'S FEES.** In the event of litigation concerning the transaction or transactions described in the Contract, Customer agrees to pay Gerald Auto Sales' costs and reasonable attorney's fees incurred as a result of Customer's breach of the Contract; or incurred by Gerald Auto Sales in the defense of litigation, or any portion thereof, if the Court determines that Gerald Auto Sales is not liable to the Customer under such litigation or portion thereof.
8. **NO INSURANCE, NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION.** Purchaser may choose the person through which any insurance is obtained and is not required to obtain Credit Life Insurance coverage. The Retail Installment Contract, if any, which may be made a part of this Contract, may provide for the financing of insurance obtained through a third party.

## **TERMS AND CONDITIONS FOR TRADE-INS**

If applicable, Customer has agreed to sell the used motor vehicle described as the trade-in vehicle on the front of the form (the "trade-in vehicle") in consideration for the specified trade-in allowance against the purchase price of the motor vehicle purchased from Gerald Auto Sales under this Purchase Contract ("purchased vehicle"). Said sale of the trade-in vehicle is made pursuant to the following terms and conditions.

1. **VALUE AT TIME OF TRADE-IN.** If the trade-in vehicle is not delivered to Gerald Auto Sales upon execution of this Purchase Contract, the trade-in vehicle will be reappraised at the time it is delivered to Gerald Auto Sales, and the reappraised value shall determine the trade-in allowance made for the trade-in vehicle. If the reappraisal value is lower than the original allowance shown above, Customer may choose to cancel the Purchase Contract, provided however, that such right to cancel may be exercised only prior to the earlier of, the delivery of the purchased vehicle to the Customer or the surrender of the trade-in vehicle to Gerald Auto Sales. Upon cancellation pursuant to this paragraph, Customer shall be entitled to return of his or her down payment, if any.
2. **VEHICLE MODIFICATION AND EMISSIONS.** Customer warrants that he or she has not modified, and will not modify, the trade-in vehicle in a way which would violate any state, federal or local laws or regulations, including but not limited to, vehicle emission laws, regulations promulgated by the Department of Transportation and the Environmental Protection Agency, and safety regulations and that he or she does not know, or have reason to know, of any such modifications. Customer further warrants the trade-in vehicle is in compliance with the Illinois Vehicle Emission Inspection Law, Ill. Rev. Stat. Ch. 95/12 Par. 13A-101 et seq.
3. **GOOD TITLE.** Customer warrants that he or she is in lawful possession of the trade-in vehicle and has full authority to transfer such vehicle to Gerald Auto Sales. If the trade-in vehicle is not registered or titled in the name of the Customer, Customer warrants that he or she has an interest in the vehicle and that he or she has actual authority to tender the trade-in vehicle. Customer further agrees to deliver the Certificate of Title to Gerald Auto Sales, complete with all necessary signatures, at the time of delivery of the trade-in vehicle. Customer warrants any such trade-in vehicle to be his or her property free and clear of all liens and encumbrances except as otherwise specifically noted herein.
4. **SECURITY INTEREST.** By signing this Purchase Contract, Customer grants a security interest in the trade-in vehicle to Gerald Auto Sales to secure Customer's obligations under the Purchase Contract, and the other documents executed in connection therewith. In the event of a breach of the Contract by Customer, as between the parties, Gerald Auto Sales may exercise all rights of secured party under the Uniform Commercial Code of Illinois.
5. **NO REPLACEMENT OF ENGINE.** Customer warrants that, except as disclosed herein, he or she has not replaced the engine of the trade-in vehicle with the engine of any other make or model of car, and does not know or have reason to know of any such replacement.
6. **SALVAGE OR JUNK CERTIFICATE.** Customer warrants that, except as disclosed herein, the trade-in vehicle was not, at any time, a salvage, rebuilt or junk vehicle, and that the certificate of title to such trade-in vehicle need not bear the notations "SALVAGE", "REBUILD" or "SV" or any similar notation.
7. **ODOMETER READING.** Customer warrants that except as disclosed herein, and to the best of his or her knowledge, the odometer reading is and reflects the actual mileage of the vehicle.
8. **CANCELLATION: RETURN OF DOWN PAYMENT/TRADE-IN VEHICLE.** In the event the purchase of the purchased vehicle is cancelled in accordance with the Contract prior to delivery of the trade-in vehicle to Gerald Auto Sales, the purchase of the trade-in vehicle by Gerald Auto Sales is also cancelled with no further obligation of either party. Once the trade-in vehicle is delivered to Gerald Auto Sales, the purchase of the trade-in vehicle by Gerald Auto Sales may not be cancelled except as provided herein. In the event Gerald Auto Sales sale of the purchased vehicle to Customer is cancelled under circumstances requiring Gerald Auto Sales to return all or part of the Customer's down payment (including the trade-in allowance), Gerald Auto Sales has the right to 1) return the trade-in vehicle together with the required portion of the down payment, if any, or 2) retain the trade-in vehicle and return the required portion of the down payment in cash, valuing the trade-in vehicle at the trade-in allowance, if the trade-in vehicle has not been sold, or if it has been sold, valued at the amount actually received on the resale. In the event that the amount of cancellation charges and/or other damages owing to Gerald Auto Sales as a result of the cancellation of the Purchase Contract is greater than the cash portion of the down payment, Gerald Auto Sales may elect to 1) retain the trade-in vehicle and return the trade-in allowance in cash, less applicable cancellation charges and damages, if the vehicle has not been resold; otherwise, if the vehicle has been resold, then Gerald Auto Sales may return the cash equivalent to the actual resale value of the car, less applicable cancellation charges and damages, or 2) to return the trade-in vehicle to the Customer and sue the Customer for any applicable cancellation charges or damages, or 3) retain possession of the trade-in vehicle until Customer pays the applicable cancellation charges and damages, or until Gerald Auto Sales elects alternative 1 or 2.
9. **FAILURE TO DELIVER TRADE-IN VEHICLE.** If Customer fails to deliver said trade-in vehicle, and/or good title hereto, on or before the time the purchase vehicle is delivered, the agreement between Customer and Gerald Auto Sales for the purchase of the purchased vehicle as set forth in the Purchase Contract remains in full force and effect, unless cancelled by Gerald Auto Sales, except that, upon the election of Gerald Auto Sales, there shall be immediately due and payable to Gerald Auto Sales from Customer the amount of the trade-in allowance, in cash. If Customer delivered the trade-in vehicle to Gerald Auto Sales, but fails to deliver good title, and if the Customer pays Gerald Auto Sales the amount of the trade-in allowance in cash, together with payment for incidental or consequential damages resulting from Customer's breach of warranty, shall return said trade-in vehicle to Customer.
10. **NO NOTICE OF TITLE DEFECT.** Unless otherwise noted in writing herein, Customer has made no other representations, written or oral, and has no knowledge that Customer's interest in the trade-in vehicle is not absolute.





D'Anne Burley &lt;danne.burley@gmail.com&gt;

**MY hyundai complaint and evaluation Case No. 8857229**

2 messages

D'Anne Burley &lt;danne.burley@gmail.com&gt;

Thu, Mar 17, 2016 at 12:57 PM

To: Abe &lt;IHackim@hmausa.com&gt;, D'Anne Burley &lt;danne.burley@gmail.com&gt;

Hi Abe,

Just got off the phone with the person hired by Hyundai to conduct the overview and evaluation of my vehicle the Hyundai Azera 2006, with reference to my complaint concerning failing airbags, and seat belts.

As you are well aware of since I had filed a complain with Hyundai, this car was indeed under manufacture defects and recall. I had injuries that are related not to the crash but to the seat belt and air bag systems which did not deplore.

According to the report on safety and recalls this car has a very large numbers of manufacturer defects which were and are dangerous to the safety of the driver and passengers.

The recalls on the list are as follows:

2006 Hyundai Azera Suspension Rear NHTSA campaign # 13v354000

2006 Hyundai Azera Air Bags: Frontal, Seat Belts: Front campaign # 10v0070000

2006 Hyundai Azera Exterior Lighting NHTSA campaign # 09v280000

2006 Hyundai Azera Exterior Lighting: Headlights NHTSA campaign # 08v021000

The reports generated also talk about the issue with the Takata airbags and other current campaigns and a planned class action lawsuit planned to be filed as a result of these defects all are extremely dangerous as in my case, I have injuries, in continuously pain, loss time from work as the result of injuries and not have a working vehicle as this car was just purchase on the 9th of January 2016. From a dealership. I am indeed upset and would like to know a more timely way for this matter to get resolved.

In addition I was told my you that you needed to have the report generated right away and it had to be done by a certain date, whereby two to three weeks down the road is not acceptable because I do not want to be excluded from my claim against your company relating to the defects and injury that occurred from this accident.

In our conversation I explained that I had severe injuries related to the malfunctioning belts and airbags and other defects which were all involving the issue of manufacturing defects which keep the seat belt from operating correctly thus casing a hematologic bleed which is 15 cm x 16 cm in my chest, and other injuries which all were relating to the malfunctions within the car itself.

As I mention above just last night I also saw other campaigns and or claims that are involving the very same car I have giving me the belief that this car was defective from the beginning and very dangerous to have on the road let alone any accident, and I am indeed extremely graced by GOD to be alive.

I need a response back asap ....

I have also loss time at my job, and a lot of additional medical expenses, due to attempting to get medical treatment needed for this accident.

Sincerely yours

D'Anne Burley  
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